RESOLUTION AGREEMENT

Between the Peñasco Independent School District and
The U.S. Department of Education's Office for Civil Rights (Denver)
Case Number 08071209

BACKGROUND

1) The U.S. Department of Education, Denver Office for Civil Rights ("Department" or "OCR") received a complaint against the Peñasco Independent School District, NM, alleging in relevant part that:

   The District subjected students to a hostile environment at Peñasco High School, and that the District did not respond promptly and effectively to the students' complaints of national origin harassment and discrimination.

2) After conducting an investigation, OCR concluded that the District violated Title VI of the Civil Rights Act of 1964 and its implementing regulation, contacted the District to explain the basis for this conclusion, and negotiated this Agreement to resolve the identified areas of noncompliance. See OCR's Case Resolution and Investigation Manual § 302(b)(1)(ii).

3) While the District recognizes the findings of OCR and agrees to comply with all actions outlined in this stipulation to address OCR's concerns, the Peñasco Independent School's willingness to address the issues outlined or its agreement to sign this stipulation shall not be treated as any admission of guilt, liability or wrong-doing.

4) Accordingly, the District voluntarily agrees to take the steps outlined in this Resolution Agreement to ensure that:

   a) When the District has notice of alleged racial harassment or an alleged racially hostile environment, it investigates the matter to find if racial harassment or a racially hostile environment is established; if so, the District takes reasonable steps to eliminate it by tailoring a response to redress fully the specific problems experienced at the District as a result of the harassment. The District will take responsive action reasonably calculated to prevent recurrence and to ensure that students are not restricted in their participation or benefits as a result of a racially hostile environment.

   b) All District staff has been adequately trained regarding the District's policies that prohibit national origin-based discrimination, including harassment, and that all District staff is familiar with the District's policies and procedures for responding to allegations of national origin-based discrimination.

JURISDICTION

5) Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d-1 *et seq.*, and its implementing regulation at 34 C.F.R. pt. 100, taken together, provide in relevant part that no program or activities receiving Federal financial assistance from the U.S. Department of Education may discriminate on the bases of race, color, or national origin.

6) The District is subject to Title VI because it receives Federal financial assistance from the U.S. Department of Education.

7) The parties to this Agreement are OCR and the District. In light of this Agreement, the parties have determined that Case Number 08071209 is resolved without further investigation or enforcement action at this time and have prepared and agreed to the terms of this Agreement.

8) In order to resolve this complaint and to avoid the burdens and expenses of possible enforcement action, the parties enter into this Agreement. In consideration of, and consistent with, the terms of this Agreement, OCR agrees to refrain from initiating an enforcement action.

REMEDIAL ACTION

9) By February 29, 2008, the District will revise its policy that prohibits discrimination on the basis of race, color, or national origin as follows:

   a) the policy will include procedures for filing complaints of discrimination, for resolving discrimination complaints, including complaints of harassment on the basis of race, color, or national origin.

   b) the policy will explain what race, color, and national origin harassment is, including a definition of hostile environment and harassment where students are the alleged harassers and will provide examples of race, color, and national origin harassment.

   c) the policy will explain that the District will not tolerate race, color, and national origin harassment and will outline possible disciplinary sanctions.

   d) the policy will include a system providing for the appropriate investigation and resolution of all complaints of race, color, and national origin harassment, and notice of where complaints may be filed, opportunity for parties to present witnesses and other evidence, designated and reasonably prompt timeframes for the major stages of the complaint process, and notice to the parties of the reasons for the conclusion reached.

10) By March 14, 2008, the District will submit to OCR its harassment policies and procedures for OCR's review and approval. OCR will notify the District when its harassment policies and procedures have been approved. Within a month of approval of these policies and procedures by OCR, the District will take action to disseminate written copies of the student

harassment policy and procedures, including those pertaining to national origin harassment, to each student of the District in the following manner:

a) Copies will be mailed to the parents of each student in the District.

b) Copies will be posted in each school building on bulletin boards in conspicuous places where students and parents will be present.

c) The District will include its harassment policies and procedures, including those pertaining to racial harassment, in any handbooks issued to students and faculty after that date; for the 2007-2008 school year it will provide these as an attachment/insert to newly-issued handbooks and, annually thereafter, it will include them in the student handbook and the faculty handbook.

11) By the beginning of the 2008/2009 school year, the District will conduct training on its national origin and racial harassment policy, including procedures for processing national origin and racial harassment complaints, for all administrators, faculty, and staff. The District will submit its draft training materials to OCR for review and comment at least 30 days prior to the training. The District will provide to OCR by 10 days following the training a list of all attendees and any material and/or handouts used for the training.

ENFORCEMENT OF THIS AGREEMENT

12) If, at any time, the District desires to modify any portion of this Agreement because of changed conditions making performance impossible or impractical or for any other reason, it will promptly notify OCR in writing, setting forth the facts and circumstances thought to justify modification of this Agreement and the substance of the proposed modification. Until OCR notifies the District in writing that it has agreed to the proposed modification, the proposed modification will not take effect. Any modifications must receive the prior written approval of OCR, which approval shall not be unreasonably withheld or delayed.

13) For purposes of the immediately preceding paragraph, it is a violation of this Agreement for the District to fail to comply in a timely manner with any of its requirements without obtaining sufficient advance written agreement with OCR for an extension of the relevant time frame imposed by the Agreement.

14) OCR may review compliance with this Agreement at any time. As part of this monitoring, OCR may, at its discretion, conduct unannounced on-site inspections, including unrestricted: review of all District and student records, inspection of District facilities and programs, and interviews of District employees and students (subject to parental consent).

15) If OCR believes that the District has failed to comply in a timely manner with any requirement of this Agreement without obtaining sufficient advance written permission from OCR regarding a modification of the relevant terms under the terms set forth above, OCR will so notify the District in writing and it will attempt to resolve the issue or issues in good faith. If OCR is unable to reach a satisfactory resolution of the issue or issues raised within

30 days of the date it provides notice to the District, it may take steps to initiate an enforcement action through administrative proceedings through the Department of Education or as a referral to the Department of Justice to enforce the terms of this Agreement and to take appropriate steps to enforce Title VI, and its implementing regulation.

16) Failure by OCR to enforce this entire Agreement or any provision of it with regard to any deadline or any other provision shall not be construed as a waiver of OCR's right to enforce other deadlines and provisions of this Agreement, or of the District's obligation to comply with Title VI, and its implementing regulation.

17) This Agreement constitutes the entire Agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or agents of either party, that is not contained in this written Agreement, shall be enforceable.

18) This Agreement does not purport to remedy any other potential violations of Title VI, its implementing regulation, or any other federal law. This Agreement does not affect the District's continuing responsibility to comply with this law and its regulation.

IMPLEMENTATION OF THIS AGREEMENT

19) This Agreement will remain in effect until OCR determines that the District has fully complied with all of its provisions. Upon determining that the District has achieved full compliance with the terms of this Agreement, OCR will conclude its monitoring and will notify the District that it is closing this case and terminating this Agreement.

20) The person signing for the District represents that he or she is authorized to bind the District to this Agreement.

21) The effective date of this Agreement is the date of the last signature below.

For the Peñasco Independent School District:

Ernesto J Valdez Jan 28, 2008

Mr. Ernesto Valdez Date
Superintendent

For the U.S. Department of Education:

Mary Lou Mobley 1/28/2008

Mary Lou Mobley, Director Date
Denver Enforcement Office
U.S. Department of Education,
Office for Civil Rights